

Exhibit 1

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IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF DELAWARE

ARM LTD.,)	
Plaintiff and Counterclaim)	
Defendant,)	C.A. No. 22-1146
V.)	(MN)
)	
QUALCOMM INC., QUALCOMM)	
TECHNOLOGIES, INC. And NUZIA, INC.,)	
Defendants and)	
Counterclaim Plaintiffs)	

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Wilmington, Delaware
Friday, January 12, 2024
Telephonic Oral Argument

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BEFORE: HONORABLE LAURA D. HATCHER
UNITED STATES DISTRICT COURT MAGISTRATE JUDGE

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Michele L. Rolfe, RPR, CRR

1 is the first we heard that there was an objection from
 2 Fujitsu. Fujitsu has not filed anything in this case, ARM
 3 has never told us that they object. They haven't sent us
 4 any letter. We don't understand what the objection is or
 5 why the scope of license technology would be redacted in
 6 that regard.

7 We also don't understand what -- why unique
 8 licensing rates not at issue in the NUVIA ALA would prevent
 9 ARM from listing the redactions on the scope of technology
 10 covered by the Google and Microsoft ALAs, they're just --
 11 you know, there's no way for us to assess that.

12 And as far as the other categories, I'll just
 13 say that on representations and warranties, that's a
 14 category that's listed in ARM's redaction log, we don't
 15 really know what it's covering. Based on review of the ALAs
 16 that we've seen, there can be representations and warranties
 17 about a whole host of different types of provisions,
 18 including pricing provisions. So it's unclear to us why
 19 they think all representations and warranties are
 20 irrelevant. And we think that we're entitled to see what's
 21 under those redactions for all the reasons that we've
 22 already stated. And I will pause there.

23 THE COURT: Okay. Thanks very much, Ms. Morgan.

24 Let's give Mr. Mooney, if it's Mr. Mooney
 25 speaking, a chance to respond.

1 MR. VRANA: Your Honor, if I may really briefly,
 2 this is Rob Vrana at Young Conaway. I just wanted to say
 3 that I expect -- I think we expect ARM or potentially third
 4 parties may want to seek redaction of the transcript of the
 5 hearing, so I just wanted to flag that and request that the
 6 Court keep the transcript sealed until that time.

7 THE COURT: Okay. Will do. Thanks.

8 MR. MOONEY: Your Honor, I will handle this.

9 Again, plenty to unpack, but given that we're
 10 seven minutes to 5:00 on a holiday weekend, I'll try to be
 11 as quick as possible here.

12 ARM has spent months now since the October 2023
 13 hearing diligently working to produce less redacted ALAs for
 14 nearly all of the licensees. And to provide some context,
 15 there's basically three buckets here: Apple and Intel, two
 16 licensees, have requested that we not remove redactions, we
 17 have abided by that.

18 There were several licensees, but seven
 19 licensees that we've worked with to remove redactions and a
 20 hand full that have been nonresponsive, but the upside is
 21 that the vast majority of what was redacted when we had a
 22 hearing back in October is now unredacted, and what remains
 23 redacted is set forth in a relatively brief redaction log.

24 Defendants haven't shown the relevance of any of
 25 the currently redacted provisions, and they haven't done

1 this despite what I thought was very clear guidance, and
 2 when I look back it seems to be, of Your Honor at the
 3 October 5th hearing three months ago.

4 In fact, much of what I just heard I was getting
 5 a sense of deja vu it was the same argument I heard back in
 6 October. But at that hearing, Your Honor was very clear on
 7 the transcript that we cannot treat the ALAs with a broad
 8 brush, so they all have the same technology and parties and
 9 it's ultimately situated, that is not appropriate. And Your
 10 Honor specifically said "so after meet and confer, if
 11 Qualcomm wants to come back to me and say there's a specific
 12 license agreement that has similar or same technology, it's
 13 similarly situated, such as the provisions are actually
 14 relevant here, they can provide that to me with the
 15 applicable California Third Circuit or Federal law, they may
 16 do so."

17 They haven't done that. This was about three
 18 sentences in a brief, and they didn't even attempt to meet
 19 Your Honor's direction. And I think I just heard that it
 20 would be impossible to have done that, it would not have.
 21 For example, a short table that would list the agreement, a
 22 column explaining the technology was similar and a column
 23 explaining why one of the provisions or multiple provisions
 24 were relevant would be quite simple, could even be an
 25 exhibit. They didn't do that and they have not done that, I

1 think, on the fly on the phone. At least I have not heard
 2 any argument that any specific provision, just technically
 3 similar agreement, has any relevance whatsoever to this
 4 case.

5 I guess the last thing I would say is there was
 6 an attempt to leverage the change log argument, that is
 7 obviously not an analogy, but I think Your Honor understands
 8 that.

9 And unless Your Honor has any questions or would
 10 like me to go into any specifics, that's all I have right
 11 now. Thank you, Your Honor.

12 THE COURT: Okay. Thanks very much, Mr. Mooney.

13 Ms. Morgan, you can briefly respond, if you
 14 like, but I'd ask you to limit your remarks to a minute or
 15 two, given the hour.

16 MS. MORGAN: Yeah, I would say that the prior
 17 arguments all took place before ARM submitted expert reports
 18 that put the third-party ALAs squarely at issue before they
 19 provided those agreements to their experts and asked their
 20 experts TO rely on them and to come to conclusions that
 21 necessitated examination on the third-party ALAs in their
 22 entirety.

23 And as far as putting IN a table goes, I would
 24 encourage Mr. Mooney to reread Exhibit 26, which sets forth
 25 in exhaustive detail why each one of the ALA redactions

1 needs to be listed. It took 27 pages to do that.

2 THE COURT: Okay.

3 All right.

4 MS. MORGAN: I guess I could also just add for
5 the Court that to the extent ARM believes that we should
6 submit a table that articulates what all of the disputes are
7 on these issues and that that wouldn't violate the page
8 limit, we are happy to do that.

9 THE COURT: Thank you, Ms. Morgan. I hear that
10 ship has sailed.

11 The motion to lift the redactions to the
12 third-party license is denied.

13 As our last teleconference on the issue of
14 redactions to third-party licenses, both parties were
15 instructed to meet and confer on a license-by-license basis
16 to determine relevance and specifically instructed to not
17 treat these individually negotiated and bespoke licenses
18 together as a group. Qualcomm's somewhat watered down
19 motion does just that.

20 I have no ability, given what I have right now,
21 to evaluate the relevance of any individual license, the
22 applicability of the technology, the relevance of the
23 requested unredactions, the need for such information and
24 whether disclosure of such information could result in harm,
25 so for those reasons the motion should be denied.

1 Is there anything else that we need to do?

2 MR. MOONEY: Nothing from our end, Your Honor.

3 THE COURT: Okay. Hearing nothing, folks,
4 thanks again for the very helpful argument, and I hope you
5 have a very nice weekend. Take care.

6 ALL COUNSEL: Thank you, Your Honor.

7 (Whereupon, the following proceeding concluded
8 at 4:59 p.m.)

9 I hereby certify the foregoing is a true
10 and accurate transcript from my stenographic notes in the
11 proceeding.

12 /s/ Michele L. Rolfe, RPR, CRR
U.S. District Court

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Exhibit 2

<div>1</div> <div>13:12:40</div> <div>IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE</div> <div>ARM LTD., a U.K. corporation, Plaintiff, v. QUALCOMM, INC., a Delaware corporation, et al., Defendants.</div> <div>C.A. No. 22-1146 (MN)</div> <div>Thursday, March 7, 2024 2:13 p.m. Oral Argument</div> <div>844 King Street Wilmington, Delaware</div> <div>BEFORE: THE HONORABLE MARYELLEN NOREIKA United States District Court Judge</div> <div>APPEARANCES:</div> <div>YOUNG CONAWAY STARGATT & TAYLOR BY: ANNE SHEA GAZA, ESQ. BY: ROBERT M. VRANA, ESQ.</div> <div>-and-</div> <div>MORRISON FOERSTER, LLP BY: KYLE W.K. MOONEY, ESQ. BY: NICHOLAS R. FUNG, ESQ. BY: DANIEL MACKNIDES, ESQ.</div> <div>Counsel for the Plaintiff</div>	<div>3</div> <div>14:13:35 1 Mooney and Nicholas Fung of Morrison & Foerster as well as</div> <div>14:13:38 2 my colleague, Robert Vrana and Daniel Macknides.</div> <div>14:13:45 3 MR. BLUMENFELD: Good afternoon, Your Honor.</div> <div>14:13:48 4 Jack Blumenfeld from Morris Nichols for the Qualcomm</div> <div>14:13:52 5 defendants. And with me is Karen Dunn and Erin Morgan from</div> <div>14:13:56 6 Paul Weiss.</div> <div>14:13:56 7 THE COURT: Great.</div> <div>14:13:58 8 MS. GAZA: Your Honor, if I may, I'm sorry, I</div> <div>14:14:01 9 meant to mention also that third-party counsel for Ampere</div> <div>14:14:06 10 and Apple are in attendance as well if you would like their</div> <div>14:14:09 11 introduction.</div> <div>14:14:10 12 THE COURT: Sure. You guys can give me your</div> <div>14:14:12 13 input if you need to.</div> <div>14:14:15 14 All right. Let's start with -- so we have a</div> <div>14:14:19 15 couple of objections and we have the trial date issue. I</div> <div>14:14:25 16 saw there was another order from Judge Hatcher yesterday.</div> <div>14:14:28 17 Am I going to be getting objections for that, anyone?</div> <div>14:14:35 18 MR. MOONEY: No, Your Honor.</div> <div>14:14:35 19 THE COURT: I didn't get a yes or no. And when</div> <div>14:14:38 20 you speak, could you stand.</div> <div>14:14:39 21 MS. DUNN: Not from us, Your Honor.</div> <div>14:14:41 22 MR. MOONEY: No, Your Honor.</div> <div>14:14:42 23 THE COURT: Okay. Great. All right.</div> <div>14:14:45 24 Okay. Let's start with Mr., is it Son or Son?</div> <div>14:14:53 25 MS. DUNN: Yes, Your Honor. Karen Dunn for</div>
<div>2</div> <div>1 APPEARANCES CONTINUED:</div> <div>2</div> <div>3 MORRIS NICHOLS ARSHT & TUNNELL LLP</div> <div>3 BY: JACK BLUMENFELD, ESQ.</div> <div>4 -and-</div> <div>5 PAUL WEISS</div> <div>5 BY: KAREN L. DUNN, ESQ.</div> <div>6 BY: ERIN MORGAN, ESQ.</div> <div>7 Counsel for the Defendants</div> <div>8</div> <div>9 FISH & RICHARDSON</div> <div>9 BY: NITIKA GUPTA FIORELLA, ESQ.</div> <div>10 -and-</div> <div>11 WALKER STEVENS CANNOM, LLP</div> <div>12 BY: HANNAH L. CANNOM, ESQ.</div> <div>13 Counsel for Apple, Inc.</div> <div>14</div> <div>15 WILSON SONSINI GOODRICH & ROSATI</div> <div>16 BY: BRAD SORRELS, ESQ.</div> <div>17 Counsel for Ampere Computing</div> <div>18</div> <div>19 -----</div> <div>20</div> <div>13:37:07 21 THE COURT: All right. Good afternoon everyone.</div> <div>13:37:07 22 Please be seated.</div> <div>14:13:23 23 Ms. Gaza.</div> <div>14:13:28 24 MS. GAZA: Good afternoon, Your Honor. Anne</div> <div>14:13:29 25 Gaza on behalf of plaintiff, ARM. I'm joined today by Kyle</div>	<div>4</div> <div>14:14:56 1 Qualcomm.</div> <div>14:14:57 2 THE COURT: So I need you to really focus me on</div> <div>14:15:01 3 the standard here because I'm not looking at this de novo,</div> <div>14:15:07 4 and so I need you to focus on why this was clearly erroneous</div> <div>14:15:14 5 or contrary to law.</div> <div>14:15:16 6 MS. DUNN: I'm happy to do that, Your Honor. We</div> <div>14:15:19 7 have slides as to this argument that we can hand up if it</div> <div>14:15:24 8 pleases the Court. Thank you.</div> <div>14:15:25 9 THE COURT: Let me ask you this before I start.</div> <div>14:15:27 10 Is there really a dispute as to whether he told Samsung or</div> <div>14:15:39 11 others that Qualcomm's license was going to expire? Is that</div> <div>14:15:45 12 in dispute?</div> <div>14:15:46 13 MS. DUNN: There is a dispute about his</div> <div>14:15:48 14 statements. We know he -- there is no dispute that he made</div> <div>14:15:52 15 statements. I don't know, perhaps counsel for Arm can tell</div> <div>14:15:55 16 us whether they dispute that he said the license would</div> <div>14:15:58 17 expire. I don't think that's in the record.</div> <div>14:16:02 18 THE COURT: Why don't you guys talk about that</div> <div>14:16:04 19 because I need to understand what there is a dispute about</div> <div>14:16:06 20 so I can decide if he has superior or unique knowledge. If</div> <div>14:16:10 21 nobody disputes what you say he said, then I'm not sure I</div> <div>14:16:14 22 care as much. Why don't you guys talk about it. I can't</div> <div>14:16:19 23 believe you haven't done that already.</div> <div>14:16:23 24 (Discussion off the record.)</div> <div>14:16:25 25 MR. MOONEY: Your Honor, Rene Haas, the current</div>

<p>41</p> <p>15:08:10 1 change something, only the terms that are non-redacted.</p> <p>15:08:13 2 MR. MOONEY: Yes, Your Honor is right that we as</p> <p>15:08:16 3 you pointed out to counsel at Qualcomm, having redacted that</p> <p>15:08:19 4 information we are not going to be able to rely what is</p> <p>15:08:22 5 beneath those redactions to make that argument, that's</p> <p>15:08:25 6 right.</p> <p>15:08:25 7 THE COURT: You're not going to be able to argue</p> <p>15:08:27 8 that you're changing terms or that you will change terms</p> <p>15:08:32 9 that have been redacted in any way. So, if, for example,</p> <p>15:08:37 10 you can't say whatever is in appendix A, you can't say well</p> <p>15:08:43 11 -- annex A, we're not going to change what we do in annex A</p> <p>15:08:47 12 because you never disclosed what you did previously so you</p> <p>15:08:50 13 can't say how you're going to change it, right?</p> <p>15:08:53 14 MR. MOONEY: I believe Your Honor would not let</p> <p>15:08:54 15 us get away with that. We would not be able to rely on any</p> <p>15:08:59 16 redacted information.</p> <p>15:09:00 17 THE COURT: And your expert hasn't given any</p> <p>15:09:02 18 specifics so you can't come in later with some specifics, is</p> <p>15:09:05 19 that right?</p> <p>15:09:05 20 MR. MOONEY: Well, the expert, yes, Your Honor,</p> <p>15:09:07 21 I didn't see in looking at Mr. Schoettelkotte's expert</p> <p>15:09:11 22 report, the passages that we were pointed to, any statements</p> <p>15:09:14 23 about changes being made to ALAs, any reliance on any</p> <p>15:09:19 24 redacted material, in fact, Mr. Schoettelkotte had the very</p> <p>15:09:22 25 same redacted documents that Qualcomm's experts had. I have</p>	<p>43</p> <p>15:10:37 1 those employees had, we had produced 1.5 million pages of</p> <p>15:10:42 2 documents --</p> <p>15:10:43 3 THE COURT: They had no idea, when they took</p> <p>15:10:45 4 those depositions, they couldn't say, Mr. Abbey, what did</p> <p>15:10:48 5 you discuss with the expert?</p> <p>15:10:50 6 MR. MOONEY: I agree with that, Your Honor.</p> <p>15:10:51 7 THE COURT: Okay.</p> <p>15:10:52 8 MR. MOONEY: But Your Honor, that's not unlike</p> <p>15:10:55 9 --</p> <p>15:10:55 10 THE COURT: I think that's what Mr. Blumenfeld</p> <p>15:10:57 11 was getting at, he's saying I can't have the same</p> <p>15:11:00 12 discussions with these folks and ask, you know, have my</p> <p>15:11:04 13 expert ask them questions because fact discovery is over.</p> <p>15:11:10 14 MR. MOONEY: It is true, Your Honor --</p> <p>15:11:11 15 THE COURT: He can't ask about what they</p> <p>15:11:14 16 discussed with the expert.</p> <p>15:11:15 17 MR. MOONEY: It is true that in this case</p> <p>15:11:17 18 Qualcomm's -- if I'm following this, Qualcomm's counsel was</p> <p>15:11:21 19 not able to depose ARM employees after ARM's expert put in</p> <p>15:11:26 20 reports, that's true. That's true in every case. What is</p> <p>15:11:30 21 also true in this case --</p> <p>15:11:31 22 THE COURT: Yeah, but what's not true in every</p> <p>15:11:33 23 case is every -- my gosh, we have from footnote 196 through</p> <p>15:11:38 24 at least -- through at least footnote 219, there is nothing</p> <p>15:11:43 25 else other than discussion, or maybe a deposition.</p>
<p>42</p> <p>15:09:26 1 heard for the first time today a complaint that our expert</p> <p>15:09:29 2 spoke to some ARM employees. I have not heard that before</p> <p>15:09:33 3 in this case --</p> <p>15:09:34 4 THE COURT: Well, I saw something in the papers</p> <p>15:09:36 5 saying they didn't give them the licenses or maybe they gave</p> <p>15:09:40 6 them redacted versions of licenses, but I did see something</p> <p>15:09:44 7 saying he's not opining based on the licenses, he's opining</p> <p>15:09:49 8 based on something else.</p> <p>15:09:50 9 MR. MOONEY: Our expert, both Mr. Schoettelkotte</p> <p>15:09:53 10 and others did have conversations with some ARM employees in</p> <p>15:09:56 11 connection with preparing the report, just as Qualcomm's</p> <p>15:09:59 12 expert spoke to Qualcomm employees. I would like to say</p> <p>15:10:03 13 though, that, Your Honor just heard that Qualcomm did not</p> <p>15:10:06 14 have a chance to have conversations with the people that</p> <p>15:10:08 15 Mr. Schoettelkotte spoke to. They did. They deposed these</p> <p>15:10:12 16 people and I was present at those depositions.</p> <p>15:10:14 17 THE COURT: And did this come before or after</p> <p>15:10:16 18 those depositions?</p> <p>15:10:17 19 MR. MOONEY: This expert report was served a few</p> <p>15:10:20 20 weeks after the fact depositions.</p> <p>15:10:22 21 THE COURT: So they didn't have a chance to ask</p> <p>15:10:24 22 because they didn't know that Mr. Abbey and Mr. Williamson</p> <p>15:10:29 23 had discussions with Mr. Schoettelkotte, right?</p> <p>15:10:31 24 MR. MOONEY: I would not agree with that. They</p> <p>15:10:33 25 knew what -- they knew the sphere of responsibility that</p>	<p>44</p> <p>15:11:49 1 MR. MOONEY: I agree with Your Honor that</p> <p>15:11:51 2 Mr. Schoettelkotte in particular had many discussions with</p> <p>15:11:54 3 our employees and this is a heavily footnoted report. Those</p> <p>15:11:58 4 are not the only sources Mr. Schoettelkotte relied on by any</p> <p>15:12:02 5 means.</p> <p>15:12:02 6 THE COURT: It is the only source in what I</p> <p>15:12:04 7 have.</p> <p>15:12:04 8 MR. MOONEY: It is the only source in the four</p> <p>15:12:06 9 pages that Your Honor has been handed from the report,</p> <p>15:12:09 10 Mr. Schoettelkotte has a schedule of information that was</p> <p>15:12:11 11 relied on that includes many thousands of documents in the</p> <p>15:12:14 12 case, many thousands of transcripts and exhibits in addition</p> <p>15:12:18 13 --</p> <p>15:12:18 14 THE COURT: So let's say -- and I'll give the</p> <p>15:12:23 15 third parties a chance to weigh in on this, too, tell me</p> <p>15:12:29 16 about the confidentiality. We have a protective order, we</p> <p>15:12:33 17 have an outside counsel only provision. To say that this</p> <p>15:12:38 18 stuff is at risk of all of the comments were sort of generic</p> <p>15:12:44 19 saying this is going to give Qualcomm a competitive</p> <p>15:12:47 20 advantage. The way it gives Qualcomm a competitive</p> <p>15:12:50 21 advantage is if the information is given to outside counsel</p> <p>15:12:54 22 and outside counsel gives it to Qualcomm, which is quite an</p> <p>15:13:02 23 accusation.</p> <p>15:13:03 24 So why is the protective order not sufficient?</p> <p>15:13:07 25 MR. MOONEY: Well, as Your Honor knows, the law</p>

15:13:10 **1** is clear that the protective order isn't sufficient to
 15:13:13 **2** require parties to produce information that's not relevant
 15:13:16 **3** in the case.
 15:13:17 **4** THE COURT: Let's say I'm not convinced that
 15:13:19 **5** it's not relevant.
 15:13:20 **6** MR. MOONEY: Your Honor is right, we are not
 15:13:21 **7** suggesting that Qualcomm outside counsel is going to
 15:13:25 **8** deliberately disclose this information to anybody, that's
 15:13:28 **9** not the concern. The concern is that this is highly
 15:13:30 **10** confidential competitive information that goes to the very
 15:13:34 **11** core of our business and to the very core of our
 15:13:38 **12** competitor's business and this is information that could be
 15:13:40 **13** misused by our competitors and our customers. And that any
 15:13:45 **14** risk that this information is inadvertently specifically or
 15:13:50 **15** generally used or disclosed by any counsel or anyone else
 15:13:54 **16** involved in the case who might have access to this
 15:13:56 **17** information under the protective order, which certainly
 15:14:00 **18** isn't just counsel sitting at the table is enough of a risk
 15:14:03 **19** that we worked very carefully with our customers, Apple
 15:14:08 **20** here, to remove as many --
 15:14:11 **21** THE COURT: You haven't worked at all with
 15:14:12 **22** anyone on the 2023 Apple agreement, that's just a big fat
 15:14:17 **23** no, right? You don't even have the first page of it that
 15:14:20 **24** says agreement.
 15:14:21 **25** MR. MOONEY: It is true that the Apple agreement

15:14:24 **1** 2023 has not been produced and on that, I would let Apple
 15:14:29 **2** speak further.
 15:14:29 **3** If you have any other further questions for me,
 15:14:32 **4** I'm happy to address them.
 15:14:34 **5** THE COURT: All right. Apple.
 15:14:37 **6** MS. CANNOM: Thank you, Your Honor. Hannah
 15:14:40 **7** Cannom on behalf of Apple, Inc. A couple of points that I
 15:14:43 **8** think we need to look at. First of all, it's from Judge
 15:14:46 **9** Hatcher's order where she says that balancing the minimal
 15:14:50 **10** relevance when combined with the harm of disclosure --
 15:14:53 **11** THE COURT: I might think it's a little bit more
 15:14:55 **12** relevant than she does.
 15:14:58 **13** MS. CANNOM: What she then goes on to say it
 15:15:01 **14** will necessarily need to generate generalized information
 15:15:03 **15** from the ARM clients. This is different than a source code
 15:15:05 **16** situation where the source code is in a room and what we're
 15:15:07 **17** worried about is inadvertent disclosure of large swaths of
 15:15:11 **18** code. Here we have information that once it's heard --
 15:15:15 **19** THE COURT: Tell me what exactly that means,
 15:15:18 **20** necessarily -- I don't know why that is, so why is it
 15:15:23 **21** different than you have source code and you say we can't
 15:15:30 **22** make out an infringement case because, you know, the source
 15:15:34 **23** code doesn't have this, or we can make out an infringement
 15:15:38 **24** case so that, therefore, they are, you know, confirming that
 15:15:41 **25** the source code shows that something works. Why -- like,

15:15:45 **1** why is that different from this? Why do you think that if
 15:15:52 **2** someone, outside counsel for Qualcomm gets it, like what is
 15:15:56 **3** -- give me an example, what necessarily would they have to
 15:15:59 **4** disclose that's so -- that's so secret that it would be
 15:16:04 **5** harmful.
 15:16:05 **6** MS. CANNOM: Right. So speaking generally about
 15:16:06 **7** the termination provision, if they were entitled to see the
 15:16:10 **8** termination provision, then they would have to tell their
 15:16:15 **9** client whether the termination provision was similar or
 15:16:17 **10** different and that's why that mattered to the specific issue
 15:16:20 **11** here.
 15:16:21 **12** There are also other, you know, certain
 15:16:23 **13** licensing terms --
 15:16:25 **14** THE COURT: Well, I mean the termination
 15:16:26 **15** provision, that wasn't even something -- that was redacted
 15:16:29 **16** in the Google one, so I'm not sure why I understand that's
 15:16:33 **17** so secretive.
 15:16:35 **18** MS. CANNOM: And Apple's position is that
 15:16:38 **19** everything that's within the 2023 ALA is very highly
 15:16:41 **20** protected even within Apple.
 15:16:44 **21** THE COURT: That assumes a bit much to me.
 15:16:47 **22** You're telling me the very first words that say this ALA
 15:16:51 **23** between Apple and ARM, that's super secret. Come on, right
 15:16:54 **24** then you're losing a little bit of credibility because
 15:16:57 **25** you're not even -- I mean, that's not -- let's put it this

15:17:00 **1** way. The Third Circuit test for confidentiality, you didn't
 15:17:05 **2** meet it when you're telling me that. I'm supposed to go
 15:17:09 **3** line by line in things according to the Third Circuit. So
 15:17:13 **4** you just saying there is an agreement, but you can't even
 15:17:17 **5** see who signed it tells me right then that you're being
 15:17:21 **6** overly inclusive and you're not encouraging me to follow the
 15:17:26 **7** Third Circuit's guidance on confidentiality.
 15:17:30 **8** MS. CANNOM: Understood, Your Honor. Your
 15:17:33 **9** Honor, and if you were to order that Apple would have to
 15:17:36 **10** produce a redacted version in line with the other ALAs, that
 15:17:40 **11** would be certainly something we would do. Our concern here,
 15:17:43 **12** however, is that the clearly defined serious injury that
 15:17:47 **13** Apple has vis-a-vis its competitor and more broadly --
 15:17:50 **14** THE COURT: I'm still not getting it. You're
 15:17:52 **15** telling me it's so harmful to you if the example you gave
 15:17:57 **16** me, the termination provisions were disclosed, yet other
 15:18:02 **17** competitors, termination provisions are disclosed, and maybe
 15:18:08 **18** there is something super secret in Apple's termination
 15:18:12 **19** provision, but the fact that it sort of undermines your
 15:18:18 **20** argument when other competitors are like okay, you can't see
 15:18:21 **21** how much we pay, but you can see what happens if we
 15:18:24 **22** terminate or how we terminate.
 15:18:26 **23** MS. CANNOM: To be clear, there are multiple
 15:18:28 **24** other ALAs that have been produced in redacted material
 15:18:32 **25** here. What we're concerned is the most recent one which has

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15:35:45 **1** Your Honor.

15:35:45 **2** THE COURT: Did you ever tell me that? Is that

15:35:47 **3** in the scheduling order?

15:35:49 **4** MR. BLUMENFELD: No, they demanded a jury.

15:35:50 **5** THE COURT: Because I have a jury trial. When

15:35:52 **6** did you tell me it was going to be a bench trial?

15:35:56 **7** MR. MOONEY: I have to look back, Your Honor. I

15:36:00 **8** don't have that at my fingertips, I'm sorry.

15:36:02 **9** THE COURT: Do you think you ever did?

15:36:25 **10** MR. MOONEY: I'm taking a look, Your Honor. I

15:36:27 **11** don't know the answer to that. It could have been a delay

15:36:29 **12** in the products being released has caused --

15:36:33 **13** THE COURT: So the answer is no. But you're

15:37:00 **14** going -- are you asking for a jury?

15:37:03 **15** MR. BLUMENFELD: I expect that we are going to

15:37:04 **16** ask for a jury on our counterclaims. We always thought

15:37:08 **17** until about two days ago that this was going to be a jury

15:37:11 **18** trial and then ARM's lawyers said something before Judge

15:37:19 **19** Hatcher the other day suggesting that they didn't see it

15:37:21 **20** that way.

15:37:27 **21** MR. MOONEY: Our understanding, Your Honor, that

15:37:29 **22** the only claim in the case right now --

15:37:32 **23** THE COURT: I'm just looking at the scheduling

15:37:34 **24** order that you guys proposed to me which talks about a

15:37:38 **25** five-day jury trial. So if you changed your mind, it would

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15:37:44 **1** have been nice to have a little bit of a notice, especially

15:37:48 **2** when you know we're talking about trial dates.

15:37:52 **3** MR. BLUMENFELD: And I'm not sure, Your Honor,

15:37:55 **4** that they're permitted to withdraw a jury demand without our

15:37:59 **5** consent at this point. It's not something we've ever

15:38:04 **6** discussed.

15:38:05 **7** MR. MOONEY: I understand that the bench trial

15:38:07 **8** did come up before Judge Hatcher, Your Honor. I don't know

15:38:12 **9** how long ago that was.

15:38:13 **10** THE COURT: That's really not relevant to me.

15:38:22 **11** So I am going to overrule the objections for right now. I

15:38:28 **12** think we need to understand -- assuming this were to go to a

15:38:33 **13** jury trial, I think I could address -- I could allow you to

15:38:44 **14** raise this again once I understand the arguments being made

15:38:51 **15** as to irreparable harm.

15:38:54 **16** If it's going to be a bench trial, then I need

15:39:00 **17** to think about it a little bit more. And it may be that we

15:39:04 **18** just phase the bench trial so that I can understand what the

15:39:09 **19** arguments are. Because my problem is right now I can see

15:39:13 **20** relevance, but I can't make a determination that the

15:39:16 **21** relevance is enough to overcome some valid -- I think

15:39:22 **22** Apple's 2023 agreement is not credible because saying you

15:39:28 **23** can't produce it at all is just not even trying. But I

15:39:34 **24** can't say that they don't have valid concerns on the

15:39:39 **25** confidentiality aspects. And I'm sorry, I forgot the other

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15:39:43 **1** company.

15:39:45 **2** MR. SORRELS: Ampere, Your Honor.

15:39:46 **3** THE COURT: Ampere, I think those concerns

15:39:48 **4** were -- at least they were specific concerns.

15:39:50 **5** So I am not ready to argue -- I'm not ready to

15:39:57 **6** rule that the relevance, that Judge Hatcher got it clearly

15:40:00 **7** wrong when she weighed the relevance and the harm.

15:40:04 **8** But I am also not clear that there is going to

15:40:10 **9** be arguments made where it would be unfair for the defendant

15:40:12 **10** to be able to defend itself.

15:40:14 **11** So I am going to make that ruling without

15:40:20 **12** prejudice. If it turns out that you make a specific showing

15:40:26 **13** of what you would need to respond to something or to make an

15:40:28 **14** argument, you can come back and just remind us. And that it

15:40:34 **15** should not go to Judge Hatcher, that it should come to me.

15:40:38 **16** MR. BLUMENFELD: Thank you, Your Honor.

15:40:39 **17** THE COURT: Okay. And you guys need to talk

15:40:41 **18** about the trial and can you guys do that and in the next two

15:40:46 **19** weeks get back to us on your positions as to jury, bench and

15:40:51 **20** whether they can withdraw it at this point?

15:40:53 **21** Okay. So now we have to talk about the trial

15:40:56 **22** schedule. I don't remember when the trial was scheduled.

15:41:31 **23** September.

15:41:36 **24** MS. DUNN: I believe September 23rd.

15:41:38 **25** THE COURT: There it is. September 23rd. Okay.

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15:41:44 **1** So when were you looking to have it moved to?

15:41:48 **2** MS. DUNN: Your Honor, the date that we proposed

15:41:51 **3** is a date that we believe was open on Your Honor's calendar,

15:41:56 **4** December 9th. We did call the Court some time ago for that

15:42:04 **5** date, so we don't know if your calendar is still available.

15:42:08 **6** THE COURT: It's not.

15:42:10 **7** MS. DUNN: We certainly could do it any time

15:42:14 **8** after that.

15:42:14 **9** THE COURT: I have December 2nd, the week of

15:42:17 **10** December 2nd.

15:42:22 **11** MS. DUNN: That date I believe would work for

15:42:25 **12** us. I don't know about my friends on the other side.

15:42:30 **13** MR. MOONEY: Your Honor, we do have availability

15:42:35 **14** the week of December 2nd if Your Honor decides to delay the

15:42:40 **15** trial. Our position is that counsel has not shown good

15:42:43 **16** cause to extend the schedule or change the trial date,

15:42:46 **17** particularly in light of the ruling coming out Monday, and

15:42:51 **18** that the trial date should remain in September.

15:42:55 **19** THE COURT: I haven't decided if I am going to

15:43:00 **20** change it.

15:43:03 **21** Actually I have a naturalization ceremony that

15:43:08 **22** week, so what about the week of the 16th of December?

15:43:14 **23** MS. DUNN: That works for Qualcomm.

15:43:18 **24** MR. MOONEY: Did Your Honor have availability

15:43:20 **25** before that date if Your Honor decides to delay the trial?

Exhibit 3

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14:00:58 23
14:00:58 24 COURTROOM DEPUTY: All rise. The United States
14:00:58 25 District Court for the District of Delaware is now in

14:38:11 **1** the founders received compensation in the acquisition, or to
 14:38:15 **2** the fact that there is a bonus structure laid out and a term
 14:38:20 **3** sheet that was signed as part of the acquisition. All of
 14:38:23 **4** the reasons that ARM provides in their response are
 14:38:27 **5** satisfied without disclosing the actual proceeds that were
 14:38:31 **6** made by the NuVia founders who are nonparties to this
 14:38:36 **7** action. And including that information and introducing that
 14:38:39 **8** evidence into this case would only seek to inflame the jury.
 14:38:42 **9** To also address one of the issues that's raised
 14:38:45 **10** in ARM's response, they question whether a particular
 14:38:50 **11** milestone -- I think the last pending milestone payment was
 14:38:53 **12** paid out based on --
 14:38:55 **13** THE COURT: How much money are we talking about?
 14:38:59 **14** MR. BRALY: It is approximately 80 to \$100
 14:39:03 **15** million, Your Honor. Mr. Gulati in Exhibit 1A to our
 14:39:08 **16** opening brief provides a breakdown of the amount on pages
 14:39:11 **17** 137 to 138, and describes both the stock transfer as well as
 14:39:17 **18** a cash payment and then, of course, there are milestone
 14:39:20 **19** payments as well.
 14:39:22 **20** THE COURT: Okay. Let me hear from the
 14:39:24 **21** plaintiff.
 14:39:25 **22** MS. DURIE: Thank you, Your Honor. Daralyn
 14:39:30 **23** Durie for ARM.
 14:39:31 **24** Evidence of the amount of money that the
 14:39:34 **25** founders stood to make by virtue of the acquisition is

14:39:39 **1** highly relevant to their motivation for disregarding their
 14:39:45 **2** contractual obligations. And closing that transaction
 14:39:50 **3** notwithstanding the consent requirement and failing to get
 14:39:54 **4** consent, and then using the ARM technology that had been
 14:40:01 **5** developed at NuVia in order to speed product development at
 14:40:06 **6** Qualcomm and get the milestone payments that had been
 14:40:10 **7** promised to them. And I think the case law is quite clear
 14:40:14 **8** that evidence of the amount of money that a party stands to
 14:40:19 **9** gain is evidence of bias. And it shows their motivation for
 14:40:24 **10** engaging in the specific conduct that is at issue in this
 14:40:28 **11** case.
 14:40:28 **12** THE COURT: All right. I think I have heard
 14:40:30 **13** enough.
 14:40:30 **14** MS. DURIE: Thank you.
 14:40:31 **15** THE COURT: I am going to deny the motion. If
 14:40:38 **16** defendants -- I've already permitted defendants to use the
 14:40:40 **17** royalty rate to show motive and bias from plaintiff's part,
 14:40:45 **18** then plaintiff can also use Qualcomm's buyout figures to
 14:40:49 **19** show motive or bias of the NuVia folks.
 14:40:53 **20** Okay. Qualcomm's motion in limine number 2,
 14:40:58 **21** defendants seek to preclude ARM from making arguments about
 14:41:01 **22** its ALA program, ALAs generally unless it produces all of
 14:41:07 **23** its third-party ALAs without redactions. We had a little
 14:41:11 **24** bit of a discussion about this at the last hearing. I'm not
 14:41:16 **25** sure if I screwed that up. So I do need to understand

14:41:19 **1** what's going on because plaintiff now seems to be saying
 14:41:26 **2** look, we're not going to use those, which I appreciate
 14:41:30 **3** because you didn't produce them, you shouldn't be able to
 14:41:33 **4** use them.
 14:41:34 **5** But what I'm not sure happens is instead it
 14:41:37 **6** seems like you're saying we're just going to have people
 14:41:40 **7** testify. Well, what are you going to have them testify?
 14:41:43 **8** Are you going to have them testify about things that they
 14:41:45 **9** need those documents to cross-examine them on, or are you
 14:41:48 **10** going to testify about stuff that you've already produced
 14:41:52 **11** discovery on? So that is what I need some help on.
 14:41:55 **12** MS. DURIE: Thank you. And the answer, Your
 14:41:57 **13** Honor, is the latter. So we will have witnesses describe at
 14:42:03 **14** a high level the ALA program, and that there are ALA's with
 14:42:11 **15** a number of different companies. That I think is not a
 14:42:13 **16** contested fact. We do not intend to put in any evidence
 14:42:17 **17** about the specific terms of specific agreements that would
 14:42:22 **18** implicate in any way any information that was redacted from
 14:42:27 **19** those agreements.
 14:42:28 **20** The only -- the reason that this evidence is
 14:42:32 **21** relevant is to show -- in part to show harm. Obviously the
 14:42:38 **22** details of that harm are for the remedies phase for a
 14:42:43 **23** specific performance, but Qualcomm has taken the position
 14:42:46 **24** that we need to show as an element of the breach of contract
 14:42:50 **25** claim harm from the breach.

14:42:51 **1** THE COURT: And I agree with that.
 14:42:52 **2** MS. DURIE: Right. And so we intend to have
 14:42:56 **3** testimony both that ARM is harmed by the unlicensed use of
 14:43:00 **4** our technology by Qualcomm and not being compensated for
 14:43:06 **5** that use in the way that they believe they should have been,
 14:43:10 **6** and that there is harm generally to ARM from the unlicensed
 14:43:15 **7** use of its technology, this is not the only ALA.
 14:43:19 **8** THE COURT: But I need to know specifically what
 14:43:23 **9** you suggest someone is going to testify about because if
 14:43:25 **10** that person is going to say well, gosh, it affects our
 14:43:30 **11** ability to negotiate good prices on other ALA's, that seems
 14:43:34 **12** like something you should have produced.
 14:43:36 **13** MS. DURIE: I understand. We are not going to
 14:43:39 **14** have witness testimony that there has been any past
 14:43:44 **15** impairment in our ability to negotiate specific ALA terms
 14:43:49 **16** including rates. We do think that to the extent that
 14:43:55 **17** Qualcomm's conduct was blessed here and that Qualcomm was
 14:44:00 **18** ultimately permitted to use unlicensed technology, that that
 14:44:06 **19** would have negative consequences going forward, but we're
 14:44:10 **20** not going to put in any testimony --
 14:44:13 **21** THE COURT: How is that showing damages? That's
 14:44:16 **22** showing speculative stuff for the future. How is that
 14:44:19 **23** showing that you have been damaged by the breach?
 14:44:22 **24** MS. DURIE: I think there is exigent harm to the
 14:44:26 **25** licensing ecosystem, but I think for purposes of showing

14:44:30 **1** harm as an element of the breach of contract claim, the fact
 14:44:34 **2** that our technology is being used in an unlicensed fashion
 14:44:39 **3** without compensation, without in our view adequate
 14:44:42 **4** compensation --
 14:44:43 **5** THE COURT: That one I understood. I understood
 14:44:45 **6** that one. I don't understand you saying and now we're going
 14:44:50 **7** to put someone up and he's not going to say we've already
 14:44:53 **8** been harmed because we couldn't negotiate better deals or
 14:44:57 **9** people were like you let Qualcomm get away with it, so we
 14:45:03 **10** can get away with paying less or something, you're not going
 14:45:06 **11** to do that and instead you want him to say well, it may
 14:45:09 **12** happen in the future, that doesn't seem like harm for a
 14:45:12 **13** breach of contract. That seems kind of speculative and
 14:45:18 **14** future.
 14:45:18 **15** MS. DURIE: I don't disagree that it is about
 14:45:20 **16** the future. It is about why this lawsuit is important to
 14:45:23 **17** ARM, it is about why ARM made the decision which was as I
 14:45:28 **18** understand it literally unprecedented to sue one of its
 14:45:32 **19** licensees for the unlicensed use of its technology.
 14:45:37 **20** I agree that is not what we will be relying on,
 14:45:40 **21** it is the predicate for a determination of harm as an
 14:45:44 **22** element of a breach of contract claim, I believe that is the
 14:45:47 **23** harm that will be specific from the unlicensed use of this
 14:45:50 **24** technology.
 14:45:50 **25** THE COURT: Let me ask you a question because it

14:45:53 **1** sort of your explanation kind of raised this which is let's
 14:45:59 **2** say you go before the jury and the jury says there was a
 14:46:04 **3** breach, and the damage, there was damage and loss of
 14:46:10 **4** reputation, something like that. Okay? Something that's
 14:46:13 **5** damages, but that is sufficient to show damages for purposes
 14:46:18 **6** of making out a breach of contract claim. And then you come
 14:46:22 **7** to me and you've already just said part of your damage may
 14:46:27 **8** be that you're not compensated adequately for the breach,
 14:46:32 **9** for the use of our technology, so it's using your technology
 14:46:36 **10** but not compensating you adequately.
 14:46:39 **11** So let's just say after I hear you out on that I
 14:46:42 **12** say it doesn't seem to me that there is no adequate monetary
 14:46:47 **13** relief. What happens because there has been no request for
 14:46:53 **14** damages, and if I don't give you specific performance but
 14:46:56 **15** there is a breach, where are we?
 14:46:59 **16** MS. DURIE: So the Court has the power in equity
 14:47:04 **17** to make awards incidental to an equitable request for
 14:47:10 **18** specific performance.
 14:47:14 **19** THE COURT: Did you ask for that in the pretrial
 14:47:16 **20** order?
 14:47:16 **21** MS. DURIE: We asked for that in the pleadings
 14:47:18 **22** and I believe it is in the pretrial order as well.
 14:47:21 **23** I do want to make clear that what I have been
 14:47:24 **24** talking about is harm as an element of a breach of contract
 14:47:27 **25** claim as distinct from damages.

14:47:29 **1** THE COURT: I understand. But if you're going
 14:47:31 **2** to convince me -- if you want to tell the jury that our harm
 14:47:36 **3** is that we haven't been adequately compensated, I can't
 14:47:41 **4** pretend that I didn't hear that. Compensation sounds
 14:47:44 **5** money-ish.
 14:47:45 **6** MS. DURIE: I understand, and that is an element
 14:47:46 **7** of harm and I understand Your Honor's point. So the answer
 14:47:49 **8** to your question I think is remedies that are incidental to
 14:47:54 **9** specific performance.
 14:47:55 **10** THE COURT: All right.
 14:47:56 **11** MS. DURIE: Thank you.
 14:47:56 **12** THE COURT: Mr. Blumenfeld, did we help with
 14:47:59 **13** some of that? So they're not going to put in ALA's, they're
 14:48:04 **14** not going to testify that anything -- that there was
 14:48:10 **15** anything in the past where they -- their negotiations or
 14:48:13 **16** their ALA's were somehow impacted, and that's damages. I'm
 14:48:21 **17** not sure I'm going to let them put in something speculative
 14:48:25 **18** about the future, while maybe this will happen, maybe it
 14:48:29 **19** won't. So that leaves us with an argument that they're not
 14:48:35 **20** being adequately compensated for their -- for the alleged
 14:48:41 **21** breach. That seems like it's outside of this motion in
 14:48:45 **22** limine. So what is left of the motion in limine that I need
 14:48:49 **23** to address?
 14:48:51 **24** MR. BLUMENFELD: So a couple of things, Your
 14:48:53 **25** Honor, and I want to swing back to the damages issue that

14:48:55 **1** you raised with Ms. Durie. I don't think it's correct that
 14:49:02 **2** all they intend to do is call some executives and say oh,
 14:49:06 **3** there may be some harm to us in the future which Your Honor
 14:49:11 **4** has said you haven't decided whether you will let them do
 14:49:15 **5** that or not. This came up a little bit during summary
 14:49:18 **6** judgment where they put in a declaration from two of the
 14:49:20 **7** executives. In fact, if you read their MIL response it
 14:49:24 **8** specifically says --
 14:49:25 **9** THE COURT: That caught my attention in the MIL,
 14:49:29 **10** we're going to have somebody testify and I'm like okay,
 14:49:32 **11** about what.
 14:49:33 **12** MR. BLUMENFELD: It says about royalties that
 14:49:36 **13** have been decreased. That doesn't sound like the future,
 14:49:38 **14** that sounds like --
 14:49:39 **15** THE COURT: I understand, but we've now had a
 14:49:44 **16** representation that suggest that's not going to happen,
 14:49:46 **17** unless the royalties that have been decreased means that
 14:49:49 **18** they're not being paid, they're Qualcomm or NuVia royalties
 14:49:55 **19** that they're not getting paid.
 14:49:56 **20** MR. BLUMENFELD: Right. If I could hand up one
 14:49:59 **21** of the declarations they put in, this is a big part of our
 15:00:02 **22** concern. It's from Williamson. It came in in August, we
 15:00:06 **23** objected to it as part of the summary judgment proceedings
 15:00:09 **24** because it is speculative, and also because it does disclose
 15:00:25 **25** things or argues things that we didn't get discovery of

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14:50:29 **1** because we didn't get the ALA's in for other reasons. But
 14:50:33 **2** if you look at Mr. Williamson's declaration, and he is
 14:50:38 **3** listed as a trial witness, so he's senior vice-president and
 14:50:42 **4** general manager, and he says in paragraph 6 that the
 14:50:51 **5** unlicensed use of ARM's technology has caused multiple harms
 14:50:55 **6** to ARM. And then he goes on to explain that, and in
 14:50:59 **7** paragraph 7, he says based on my experience at ARM and
 14:51:03 **8** marketing and business roles since 2015, the industry's
 14:51:08 **9** perception of ARM's reputation and its ability to protect
 14:51:12 **10** its intellectual property impacts ARM's contracts with its
 14:51:15 **11** licensees, for example, it affects the terms that ARM's
 14:51:19 **12** licensees are willing to accept, their proposals during
 14:51:23 **13** negotiations, their willingness to comply with those issues.
 14:51:26 **14** Terms that may be impacted include that products are
 14:51:29 **15** licensed financial terms, scope of license technology, I
 14:51:34 **16** don't know how I'm supposed to be able to cross-examine him
 14:51:37 **17** on these things happen when I'm talking to our licensees, by
 14:51:41 **18** the way, you don't have the licenses so you can't use them
 14:51:44 **19** to cross-examine me --
 14:51:47 **20** THE COURT: Hold on. Let me ask. Ms. Durie, I
 14:51:51 **21** would have thought based on our representations you weren't
 14:51:53 **22** planning to have him do that because I kind of agree,
 14:51:57 **23** Mr. Blumenfeld can't just say --
 14:52:00 **24** MS. DURIE: That is correct, we are not going to
 14:52:02 **25** say that there have been any such impacts to date.

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14:52:06 **1** THE COURT: But you want him to say but there
 14:52:11 **2** will be.
 14:52:12 **3** MS. DURIE: I would like for him to be able to
 14:52:15 **4** say that one of the reasons that ARM brought this case is
 14:52:20 **5** because its licensee ecosystem is extremely important to it
 14:52:28 **6** and it is very important to ARM as an IP licensing entity
 14:52:32 **7** that its licensees respect its intellectual property. And
 14:52:38 **8** that in ARM's view, if Qualcomm were able to use ARM
 14:52:42 **9** technology in an unlicensed fashion, that could have very
 14:52:46 **10** severe downstream consequences for ARM. I don't expect
 14:52:50 **11** anyone to spend a long time belaboring the point.
 14:52:53 **12** I think at that high level, they are -- Qualcomm
 14:52:57 **13** has said that they are going to try to suggest that ARM's
 14:53:01 **14** reasons for refusing to consent and bringing the case was
 14:53:06 **15** because it wanted to get rid of the Qualcomm ALA. Our
 14:53:10 **16** response to that is to say no, that is not true, the reason
 14:53:14 **17** that we are here is not because we want to get rid of the
 14:53:17 **18** Qualcomm ALA, the reason that we are here is because
 14:53:20 **19** Qualcomm is using our technology in an unlicensed fashion
 14:53:23 **20** and that is important to us.
 14:53:24 **21** But we don't intend to belabor the point and we
 14:53:28 **22** do not intend to make any argument that there has been any
 14:53:31 **23** specific effect in any specific license agreement that would
 14:53:34 **24** give rise to the need to cross-examine on that.
 14:53:38 **25** THE COURT: So with that --

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14:53:40 **1** MR. BLUMENFELD: Your Honor, if you go on to --
 14:53:42 **2** I want to respond also to her point about motivation, how it
 14:53:46 **3** is their motivation. The suit gets in after, what Mr. Olson
 14:53:50 **4** said, after our motivation.
 14:53:52 **5** THE COURT: I know. Well, you are going to talk
 14:53:55 **6** about their motivation to sue, that's all I heard over here
 14:53:58 **7** is they're suing us because they want more money so I can
 14:54:02 **8** sort of see why they get to respond and say no, we're not
 14:54:05 **9** suing them because we want more money, we're suing them
 14:54:09 **10** because this is harmful to our business model.
 14:54:12 **11** MR. BLUMENFELD: Well, we will get to that
 14:54:15 **12** undoubtedly when things come up at trial, but on the
 14:54:18 **13** specific things that Ms. Durie said about what they're going
 14:54:22 **14** to do, if you turn to paragraph 11 and then paragraph 13 of
 14:54:27 **15** Mr. Williamson's declaration, he says he --
 14:54:30 **16** THE COURT: Yeah, let's just check before you
 14:54:33 **17** tell me, are you going -- this seems like past stuff, since
 14:54:38 **18** June people have contacted me and I have been damaged. So
 14:54:43 **19** we need -- you're not going to put this in.
 14:54:46 **20** MS. DURIE: That's correct, Your Honor.
 14:54:47 **21** THE COURT: Okay. So that was paragraph 11.
 14:54:50 **22** MS. DURIE: Paragraph 11, that's right.
 14:54:52 **23** THE COURT: And then --
 14:54:53 **24** MS. DURIE: I want to be clear, we're talking
 14:54:55 **25** about the phase in front of the jury, obviously specific

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14:54:58 **1** performance is a separate question and we'll address that at
 14:55:01 **2** a separate time in front of Your Honor.
 14:55:04 **3** THE COURT: We can do that, I'm just saying the
 14:55:06 **4** extent that you want him to say I have been contacted by
 14:55:09 **5** people and our agreements are suffering, I would have
 14:55:14 **6** expected that all of that underlying stuff be produced, and
 14:55:19 **7** that you're not just going to have him get up there and say
 14:55:24 **8** it and leave Mr. Blumenfeld to say I don't know if that's
 14:55:28 **9** true or not. So you can ask again to put it in if there is
 14:55:33 **10** a bench trial phase, but I still in a bench trial require
 14:55:40 **11** you to disclose stuff during discovery.
 14:55:43 **12** All right. What about paragraph 12, did you
 14:55:46 **13** have a problem with paragraph 12, Mr. Blumenfeld? This is
 14:55:51 **14** -- that's different, that's Qualcomm's position as to what's
 14:55:54 **15** licensed.
 14:55:55 **16** MR. BLUMENFELD: It's 13, that's the other
 14:55:56 **17** issue. But on this entire subject, I don't -- so they put
 14:56:02 **18** in a declaration saying I have talked to our partners, I
 14:56:06 **19** have talked to our licensees, here is what I have learned
 14:56:09 **20** from them. They say that in the declaration. They're not
 14:56:12 **21** going to do that at trial. I don't know how he can get on
 14:56:15 **22** the stand and just say but this is going to happen.
 14:56:18 **23** THE COURT: And I haven't quite gotten through
 14:56:23 **24** that. I understand that concern. I understand that
 14:56:26 **25** concern. And I'm not -- but I guess what I'm thinking is I

14:56:33 **1** need to understand more of what he's going to say, right?

14:56:37 **2** Like, why can't he get up there and say this is our whole

14:56:41 **3** business model, our business model is we licensed

14:56:45 **4** technology, and you know, if you're going to be out there --

14:56:47 **5** and we think we have great technology. But it's important

14:56:50 **6** to us that people respect our licenses because if people

14:56:54 **7** don't respect our licenses, our business model is not worth

14:56:57 **8** the paper that it's written on. Right?

14:56:59 **9** MS. DURIE: Right.

14:56:59 **10** THE COURT: And then he can say and our

14:57:05 **11** perception is that Qualcomm or NuVia, or I know there is two

14:57:10 **12** different parties, I don't know who I'm talking about at

14:57:12 **13** this moment, but you don't have to tell me there is two

14:57:16 **14** different parties, whoever is not respecting our licenses,

14:57:19 **15** probably both, right, neither of them respected the license

14:57:22 **16** according to the plaintiff. So that seems okay to me and

14:57:26 **17** that's not speculative damages, that's saying it's important

14:57:30 **18** to us that people respect it, and it's important to our

14:57:34 **19** business model that people respect it, and they're not

14:57:37 **20** respecting it. And you can say well, you don't have any

14:57:40 **21** evidence that it actually had an impact, but why can't he

14:57:44 **22** get up there and say, come on, we're a licensing company,

14:57:47 **23** all we do is enter agreements and if we say everybody can

14:57:51 **24** just kind of pooh pooh our agreements, you know, it doesn't

14:57:55 **25** -- the jury can look at that and be like well, that sounds

14:57:58 **1** bad.

14:58:00 **2** MR. BLUMENFELD: So here is the problem with

14:58:02 **3** that, and it goes to the question Your Honor raised with

14:58:05 **4** Ms. Durie. How do I cross-examine him? Because, for

14:58:09 **5** example, we know that they've entered into other licenses

14:58:13 **6** since the termination of the NuVia license. We all know

14:58:17 **7** about Apple and there are others they've entered into since

14:58:21 **8** then. We don't have them, or we have them in redacted forms

14:58:26 **9** that we don't know what the terms are. We went through that

14:58:30 **10** back in March with the Google licenses where the terms are

14:58:33 **11** totally redacted. So if he gets on the stand and says this

14:58:37 **12** is going to affect our licensing program, it's going to

14:58:40 **13** affect our ability to collect royalties, it's going to

14:58:43 **14** affect people's willingness to take a license and all I can

14:58:46 **15** say is well, people took licenses, right, and I don't have

14:58:51 **16** those licenses and I can't cross-examine him on whether the

14:58:55 **17** harm is real or whether it's just something he's making up

14:58:59 **18** for the jury.

14:58:59 **19** THE COURT: Let me ask Ms. Durie on that

14:59:02 **20** specific point because that one seems --

14:59:04 **21** MS. DURIE: So we're not arguing that there has

14:59:06 **22** been any affect on any exigent license agreements because

14:59:11 **23** the harm hasn't happened yet --

14:59:13 **24** THE COURT: Hold on, hold on. If he's going to

14:59:16 **25** get up there and say well, it's going to harm us in the

14:59:19 **1** future and Mr. Blumenfeld could if he had the agreement say

14:59:23 **2** good of you to say, but by the way, since this all happened,

14:59:28 **3** you have entered into 89 license agreements and, in fact,

14:59:30 **4** you got better terms than you ever had before, that's a

14:59:34 **5** pretty good cross of him saying oh, it's going to now hurt

14:59:38 **6** us.

14:59:39 **7** MS. DURIE: So I disagree --

14:59:41 **8** THE COURT: Well, I don't --

14:59:43 **9** MS. DURIE: But the distinction, I want to draw

14:59:44 **10** the distinction between what will happen as a consequence of

14:59:48 **11** Qualcomm being allowed to use technology in an unlicensed

14:59:53 **12** way without consequences --

14:59:55 **13** THE COURT: Yes. According to you -- hold on.

14:59:58 **14** MS. DURIE: Yes.

14:59:58 **15** THE COURT: According to you, Qualcomm has been

15:00:01 **16** allowed to do this.

15:00:03 **17** MS. DURIE: Not yet. We're in court litigating

15:00:07 **18** over that very issue. They have not gotten away with it.

15:00:11 **19** They make -- if they were to get away with it, if this were

15:00:15 **20** to not have a consequence, we would be harmed. But we are

15:00:18 **21** not saying -- there has been no --

15:00:21 **22** THE COURT: Now you're getting super

15:00:24 **23** speculative. So the jury has to now assume that the damage

15:00:28 **24** is that they find that there is a breach, but they can't

15:00:32 **25** find that there is a breach unless there is damage. So I

15:00:35 **1** can't -- that seemed wrong to me.

15:00:37 **2** MS. DURIE: So let me be clear. The allegation

15:00:40 **3** of harm for purposes of whether there was a breach is that

15:00:43 **4** they are using our unlicensed technology and they are not

15:00:48 **5** paying for it. That is harm. And that suffices to show

15:00:54 **6** harm for purposes of a breach.

15:00:56 **7** THE COURT: You know what, that's all I'm going

15:00:59 **8** to let him say at trial. He cannot say -- no, he cannot say

15:01:02 **9** and in the future, this is going to cause us problems if the

15:01:06 **10** jury finds that there was a breach and this can all go and

15:01:11 **11** they are allow to get away with it. He cannot say it.

15:01:14 **12** Okay? He cannot say it. You can stop arguing it because

15:01:20 **13** you did not produce -- you did not produce information that

15:01:26 **14** would allow the defendants to fairly cross-examine your

15:01:31 **15** witnesses because I get it, you're saying well, they didn't

15:01:36 **16** get away with it until the jury finds they got away with it.

15:01:40 **17** The fact is they're doing it now. There is no -- no, he

15:01:43 **18** can't -- and so one, no, you didn't produce the documents.

15:01:47 **19** Two, no, it seems awfully speculative to say we think that

15:01:52 **20** at some point if the jury finds that there wasn't -- I don't

15:01:57 **21** even know if the jury finds there was a breach or there

15:02:00 **22** wasn't a breach that we're going to be harmed.

15:02:02 **23** MS. DURIE: It's not the jury verdict. Let me

15:02:05 **24** very be very clear, it's why we brought the lawsuit. If we

15:02:09 **25** had allowed this conduct to go unchallenged, if we had

15:02:12 **1** allowed Qualcomm to use our IP in an unlicensed fashion and
 15:02:16 **2** not take an action, that would have threatened our
 15:02:20 **3** ecosystem, the reason we brought --
 15:02:22 **4** THE COURT: There is a difference between saying
 15:02:24 **5** it will threaten our ecosystem and saying, and what that
 15:02:28 **6** means is we are going to be harmed in the future by people,
 15:02:35 **7** you know, everybody -- no one is going to respect our
 15:02:39 **8** licenses. It's one thing if he gets up there and says this
 15:02:42 **9** is our business model, we need people to respect our
 15:02:46 **10** licenses, they're not respecting our licenses, okay, I don't
 15:02:50 **11** know exactly what that establishes, but the jury I suppose
 15:02:54 **12** could fairly draw an inference from that. It's a very
 15:02:58 **13** different thing for him to say and by the way, we will be
 15:03:01 **14** harmed in the future, or we may be harmed in the future if
 15:03:06 **15** this is allowed.
 15:03:07 **16** MS. DURIE: May I just say in response to the
 15:03:09 **17** attack on our motive for bringing the lawsuit, which
 15:03:13 **18** Qualcomm intends to put at issue by saying we refused to
 15:03:17 **19** consent to try to get out from under the Qualcomm ALA, we
 15:03:20 **20** would like our witness to be able to say that's not why
 15:03:23 **21** we're here, the reason why we're here, why we brought the
 15:03:27 **22** lawsuit and why we are insisting on our rights is because we
 15:03:32 **23** are a licensing shop. If our technology is used in an
 15:03:35 **24** unlicensed fashion, that threatens our entire business model
 15:03:39 **25** and we're very concerned about what the consequences of that

15:03:43 **1** would be. We're not saying we're harmed by that --
 15:03:46 **2** THE COURT: Yes, but the problem I have is --
 15:03:49 **3** and you can say that I'm talking about something different,
 15:03:52 **4** but I still think it's fair within the scope of
 15:03:55 **5** cross-examination, if your witness gets up there and says
 15:03:58 **6** all hell is going to break loose if people don't respect our
 15:04:02 **7** licenses, our business model is not worth the paper it's
 15:04:05 **8** written on, and Mr. Blumenfeld or Ms. Dunn or Ms. Nyrady or
 15:04:10 **9** whoever can't get up and say well, wait a second, everybody
 15:04:15 **10** knows that according to you, Qualcomm has not been
 15:04:20 **11** respecting our technology and has just been using it as you
 15:04:22 **12** say in an unlicensed manner and the sky has not fallen in,
 15:04:28 **13** in fact all of this other stuff has happened, the problem is
 15:04:32 **14** he can't say that or they can't say that because you didn't
 15:04:35 **15** produce the documents.
 15:04:36 **16** MS. DURIE: I would think, Your Honor, we could
 15:04:38 **17** arrive at a stipulation to solve that problem because that
 15:04:40 **18** is not the argument that we are making. We are saying if we
 15:04:43 **19** had not enforced our rights and just sat on the sidelines
 15:04:48 **20** and didn't take action to protect our intellectual property
 15:04:52 **21** and allowed the unlicensed use of our IP without
 15:04:57 **22** consequence, that is what would threaten our entire model,
 15:05:00 **23** not being here pursuing this litigation, but sitting on the
 15:05:03 **24** sidelines and not taking action.
 15:05:05 **25** If Qualcomm wants to cross-examine our witnesses

15:05:09 **1** --
 15:05:09 **2** THE COURT: How are they supposed to say we
 15:05:11 **3** don't believe you, that's not true?
 15:05:14 **4** MS. DURIE: I think we could work out a
 15:05:15 **5** stipulation. If their goal is to be able to establish that
 15:05:19 **6** we are not contending there has been any such harm with
 15:05:23 **7** respect to the terms of license agreements that we were able
 15:05:27 **8** to negotiate in view of the fact that we did file a lawsuit,
 15:05:31 **9** we have no problem with that, and I think we could work out
 15:05:34 **10** a stipulation to that effect.
 15:05:36 **11** THE COURT: All right. This is what I am going
 15:05:37 **12** to do. You can't use the ALA. It sounds like you don't
 15:05:41 **13** want to use the ALA. And you can't use anything that's
 15:05:44 **14** happened to date, and it doesn't sound like you want to use
 15:05:47 **15** anything that's happened to date. So that I will rule on.
 15:05:55 **16** Whatever happens, see if you can come up with a stipulation
 15:05:57 **17** that will allow you to deal with it. If not, you can use
 15:06:02 **18** some of your trial time to argue the rest of this, whatever
 15:06:05 **19** is left of this motion to me.
 15:06:07 **20** MS. DURIE: Understood. Thank you, Your Honor.
 15:06:09 **21** THE COURT: But I understood the motion to be
 15:06:14 **22** that defendants seek to preclude ARM from making argument
 15:06:17 **23** about its ALA product program and so I guess to the extent
 15:06:21 **24** that we're talking about not specific agreements but the
 15:06:26 **25** program, then I -- let me know what's left of that motion.

15:06:34 **1** MR. BLUMENFELD: I'm not sure, Your Honor, that
 15:06:37 **2** there is anything left that we need to deal with today. We
 15:06:40 **3** may well get into the issue of them putting Mr. Williamson,
 15:06:44 **4** Mr. Abby, Mr. Haas, their witnesses on to talk about -- to
 15:06:49 **5** create an impression that there is a parade of horrors
 15:06:53 **6** that are going to happen and if that does --
 15:06:54 **7** THE COURT: I understand. I understand. And
 15:06:56 **8** I'm not in any way precluding you from objecting to that, or
 15:07:01 **9** from raising that before the witnesses get on the stand and
 15:07:04 **10** asking for a proffer on what they're going to say on that so
 15:07:08 **11** we can address it.
 15:07:09 **12** MR. BLUMENFELD: Thank you.
 15:07:09 **13** If I can respond to the colloquy that you had on
 15:07:12 **14** damages, this is kind of an interesting issue for us. Back
 15:07:15 **15** when we were before you in March, you asked them whether
 15:07:18 **16** they were asserting a damages claim and they said no. They
 15:07:23 **17** left themselves open to possibly doing it later. They've
 15:07:26 **18** never given us a damages expert report. They've never given
 15:07:29 **19** us a disclosure of a damages theory. They haven't put --
 15:07:33 **20** THE COURT: How scary it must be that they want
 15:07:37 **21** me to figure it out.
 15:07:39 **22** MR. BLUMENFELD: But if you go to the pretrial
 15:07:41 **23** order, I don't know if you have it in front of you.
 15:07:44 **24** THE COURT: I can pull it up. Give me a second.
 15:07:49 **25** MR. BLUMENFELD: It's Exhibit 13 to the pretrial

Exhibit 4

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, a
Delaware corporation,
QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiffs,

vs.

C.A. No. 24-490 (MN)

ARM HOLDINGS PLC., f/k/a
ARM LTD., a U.K.
corporation,

Defendant.

****ATTORNEYS' EYES ONLY****

VIDEO DEPOSITION OF ARM HOLDINGS PLC's 30(b)(6) and
30(b)(1) REPRESENTATIVE - KARTHIK SHIVASHANKAR
Palo Alto, California
Friday, June 20, 2025
Volume 1

STENOGRAPHICALLY REPORTED BY:

REBECCA L. ROMANO, RPR, CSR, CCR
California CSR No. 12546
Nevada CCR No. 827
Oregon CSR No. 20-0466
Washington CCR No. 3491
JOB NO. 7428915
PAGES 1 - 189

<p style="text-align: right;">Page 86</p> <p>1 which is requested from Qualcomm. So we determine, 2 I mean, the implementation CPUs. 3 And then we look at other partners who 4 have licensed, I mean, yeah, the same set of IP and 5 look at the commercials of that. That goes as an 6 input. 7 And then, I mean, yeah, based on that, I 8 mean, yeah, we determine, I mean, yeah, the -- the 9 total financial considerations and make sure that 10 it has, I mean, everything the MFN has. 11 Q. (By Ms. Zappala) What other partners did 12 you consider? 13 A. I don't exactly remember the long list of 14 partners, I mean, yeah, which we considered in the 15 analysis. 16 Q. Your testimony is that the license fees 17 here were developed after comparing the proposed 18 terms to license fees paid by other partners? 19 A. The commercials of this quote is 20 generated after the -- the MFN analysis. I mean, 21 we wouldn't particularly pick on one variable, but 22 the commercials was generated after the MFN 23 analysis. 24 Q. And if I wanted to understand -- sorry, 25 if I want to see the specifics of the MFN analysis,</p>	<p style="text-align: right;">Page 88</p> <p>1 were you looking at when you confirmed the MFN 2 analysis? 3 A. So as part of the review, I would have 4 actually gone through, I mean, yeah, and looked at, 5 I mean, the -- the other partners who have 6 actually, I mean, yeah, licensed, I mean, yeah, the 7 set of IP and the commercials. 8 And then, I mean, yeah, based on that, I 9 would review to make sure that my team member has 10 done things right and followed the process of the 11 MFN analysis. 12 Q. So this proposal was not even a year ago. 13 It was October of last year. 14 And you don't remember any of the other 15 partners that you looked at? 16 A. I do not exactly remember the list of, I 17 mean, yeah, partners which was considered as part 18 of the analysis. 19 Q. Is there a list that you keep in your 20 files as to which partners you looked at? 21 A. As part of the review, the documents 22 would be presented to me, I mean, yeah. But I do 23 not, I mean, yeah, exactly remember, I mean, yeah, 24 which documents was -- was in play. 25 Q. And who presented the documents to you?</p>
<p style="text-align: right;">Page 87</p> <p>1 what would I look at? 2 MR. KRAMER: Objection to form. 3 Q. (By Ms. Zappala) Is there a document 4 that has the MFN analysis in it? 5 MR. KRAMER: Objection to form. 6 THE DEPONENT: So can you say the 7 question again. 8 Q. (By Ms. Zappala) So you said the -- you 9 went through a whole MFN analysis. You compared 10 the proposed license rates to the license rates 11 paid by other partners. 12 How can I find the documentation 13 supporting that analysis? 14 MR. KRAMER: Objection to form. 15 THE DEPONENT: I mean, as part of the 16 analysis, I mean, yeah, there were like, I mean, 17 yeah, documents involved. As I said, I don't 18 exactly remember, I mean, yeah, which documents. 19 Q. (By Ms. Zappala) Did Mr. Akshay [sic] 20 send you an email that listed the rates paid by 21 other partners? 22 A. I do not recall exactly, I mean, yeah, 23 what documents was exchanged because, I mean, yeah, 24 more than a year ago. 25 Q. When you confirmed the MFN analysis, what</p>	<p style="text-align: right;">Page 89</p> <p>1 A. So as part of the analysis, I mean, it 2 was Akshay, I mean, yeah, who would present me, I 3 mean, yeah, with this analysis for the review. And 4 then, I mean, yeah, that... 5 Q. I want to take a look at the royalty 6 rates here. If you'd take a look at the royalty 7 rates listed as a percentage of ASP on the 8 left-hand column. 9 Do you see that? 10 A. I can see the royalty rates listed, I 11 mean, yeah, in the table. 12 Q. Can you identify for me the process you 13 derived to develop those royalty rates. 14 A. Yeah, the process, again, going back to 15 my explanation, so we would actually, I mean, yeah, 16 look at the other partners who have actually 17 licensed, I mean, yeah, the -- the implementation 18 cores requested by Qualcomm. So we look at the 19 commercials of those partners. That goes as an 20 input for the process. 21 And based on that, I mean, yeah, we 22 determine the commercial proposals. And as part of 23 that, that would have resulted in the royalty rates 24 which you're seeing in the quote. 25 Q. And what partners did you consider as</p>

23 (Pages 86 - 89)

Page 90

1 part of that analysis?

2 A. I do not exactly remember the list of

3 partners. But as part of the process, we would

4 have considered licensees who have licensed, I

5 mean, yeah, this implementation CPUs, which is

6 Hunter, Hayes and Yamin.

7 Q. I know you can't remember the exact list

8 of partners.

9 Can you remember some information about

10 them?

11 A. I mean, yeah, as part of the analysis, I

12 mean, yeah, the -- the partner which was considered

13 as a previous was MediaTek. I think, I mean,

14 that's as far as I remember.

15 But there was a bunch of other partners,

16 I mean, yeah, in the -- in the comparison too.

17 Q. And do you understand -- so I want you to

18 take a look, if you compare -- strike that.

19 If you go to the "Total Compute

20 Configurations" to the right.

21 Do you see that?

22 A. I can see the "Total Compute

23 Configurations" table.

24 Q. Are those proposed rates subject to an

25 MFN provision?

Page 91

1 MR. KRAMER: Objection to form. Calls

2 for legal conclusion.

3 THE DEPONENT: As part of the -- I mean,

4 the -- the proposal generation, I mean, yeah, we

5 would have, I mean, yeah, considered, I mean, all

6 the analysis which is required for the -- for the

7 MFN.

8 Q. (By Ms. Zappala) So you would have gone

9 through an MFN analysis for the total compute

10 configurations royalty rates?

11 A. I don't precisely remember the steps, I

12 mean, yeah, as part of that analysis at this point

13 of time.

14 Q. So you don't recall if there was an MFN

15 analysis in connection with the total compute

16 configurations?

17 A. I do not recall at this point.

18

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1

Page 93

1

24 (Pages 90 - 93)

Exhibit 5

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, §
A DELAWARE CORPORATION, §
QUALCOMM TECHNOLOGIES, § C.A. NO. 24-490-MN
INC., A DELAWARE §
CORPORATION, §
§
PLAINTIFFS, §
§
- AGAINST - §
§
ARM HOLDINGS PLC., §
F/K/A ARM LTD., A U.K. §
CORPORATION, §
§
DEFENDANT. §

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
ORAL AND VIDEOTAPED DEPOSITION OF AKSHAY BHATNAGAR
JULY 10, 2025

ORAL AND VIDEOTAPED DEPOSITION OF AKSHAY
BHATNAGAR, produced as a witness at the instance of
the Plaintiffs and duly sworn, was taken in the
above styled and numbered cause on Thursday,
July 10, 2025, from 9:22 a.m. to 12:39 p.m., before
TAMARA CHAPMAN, CSR, RPR-CRR in and for the State of
Texas, reported by computerized stenotype machine,
at the offices of Kirkland & Ellis, LLP, 401
Congress Avenue, Austin, Texas, pursuant to the
Federal Rules of Civil Procedure and any provisions
stated on the record herein.

Job No. NY 7464214

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

<p style="text-align: right;">Page 34</p> <p>1 Q. You've testified about the analysis that 2 you do when requests for IPs come to Arm. What do 3 you understand analysis to mean? 4 A. By any analysis, did you mean the pricing 5 analysis that I mentioned about? 6 Q. I mean any analysis that you did relating 7 to this request for Hunter and Hayes? 8 A. This request in the email? 9 Q. Qualcomm's request for Hunter and Hayes? 10 A. So I'm just trying to make sure I'm 11 getting the timeline correct. Are you talking about 12 this request dated May 9, 2024? 13 Q. You understand that Qualcomm requested a 14 license to Hunter, Hayes, and Yamin in mid-2024, 15 don't you? 16 A. I don't remember when exactly they 17 requested it. 18 Q. Do you remember that there was such a 19 request sometime in 2024? 20 A. I remember there was a request to extend 21 the licenses sometime in 2024. 22 Q. And my question is what analysis did you 23 do in connection with that request? 24 A. Wait. So once my manager asked me to do 25 the pricing analysis, which I explained earlier for</p>	<p style="text-align: right;">Page 36</p> <p>1 price book information on the license fees and 2 royalty rates in the price book for -- for those 3 IPs. 4 And I remember I -- once I collected that 5 information based on his guidance, and I presented 6 that to him, he then gave me guidance on what should 7 be the numbers that we should put in the -- in the 8 offer for extension of the Arm IPs. 9 Q. Let me break that down a little bit. 10 You testified that he asked you to find 11 the royalty rates for certain licensees for those 12 Arm IPs. Who were those certain licensees? 13 A. I don't remember. It's been a while. 14 Q. Did he ask you to find royalty rates for 15 specific companies? 16 A. No. He asked me to find the royalty 17 rates for those IPs based on the guidance that he 18 suggested from his end. And I remember with another 19 licensing expert, Paris Christ, that based on his 20 guidance -- yeah, he asked me to find the -- the 21 royalty rates for the licensees that came from both 22 of these experts, because these were the lowest 23 royalties rates for those IPs. 24 Q. You referred to -- you testified -- I'm 25 sorry. Strike that.</p>
<p style="text-align: right;">Page 35</p> <p>1 Qualcomm, we went ahead and did that same for the 2 list of IPs which was in that request. 3 Q. What did that pricing analysis consist 4 of? 5 MR. EVANGELATOS: Objection. 6 I'm going to caution you again. To 7 the extent any of that analysis or any discussions 8 about that analysis involve attorneys, you should 9 not include that in your answer, and you should 10 answer as to anything outside of anything you may 11 have discussed with any attorneys. 12 MR. SCOTT: I'll just note for the 13 record that our position would be that that claim of 14 privilege is overbroad, but you can -- I respect 15 your right to instruct your witness. 16 MR. EVANGELATOS: Yeah. Obviously I 17 disagree. I mean, let him testify to -- in 18 accordance with my instruction. 19 So go ahead and answer. 20 A. So like I said, I remember doing the 21 pricing analysis based on my manager's guidance 22 sometime in 2024. Yeah, I'm not sure about the 23 timeline, but the -- the analysis was basically he 24 asked me to find the -- the royalty rates for 25 certain licensees for -- for those Arm IPs, and the</p>	<p style="text-align: right;">Page 37</p> <p>1 Who are the licensing experts you just 2 referred to? 3 A. So Karthik Shivashankar is a licensing 4 expert. Paris Christ is another. 5 Q. And who -- Paris? 6 A. Paris. 7 Q. And what's Paris's last name? 8 A. Christ. 9 Q. So they identified for you the licensees 10 that, according to them, had the lowest royalty 11 rates? 12 MR. EVANGELATOS: Objection; form. 13 A. They gave me guidance on the licensees 14 who, in their knowledge, had the lowest royalty 15 rates for those IPs. 16 Q. What was that guidance? 17 A. The licensees list. 18 Q. So it was a list of licensees? 19 A. They -- they gave a name. A few names. 20 A few names of licensees. 21 Q. What were those few names? 22 A. I don't remember. 23 Q. Was one MediaTek? 24 A. I think I member MediaTek. 25 [REDACTED]</p>

10 (Pages 34 - 37)

Exhibit 6

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF DELAWARE
3 QUALCOMM INCORPORATED a Delaware corporation,) Case No.
4 QUALCOMM TECHNOLOGIES, INC., a Delaware) 24-490-MN
5 corporation,)
6)
7 Plaintiffs,)
8)
9 vs.)
10)
11 ARM HOLDINGS PLC, f/k/a ARM LTD., a U.K.)
12 corporation,,)
13)
14 Defendant.)
15)

10 ATTORNEYS EYES ONLY VIDEOTAPED
11 30(b)(6) DEPOSITION OF JEFFREY M. FONSECA
12 Palo Alto, California
13 Wednesday, July 9, 2025
14

15
16 REPORTED BY: Derek L. Hoagland
17 CSR No. 13445
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23
24
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<p style="text-align: right;">Page 22</p> <p>1 the assessment for the -- per the Qualcomm contract, and 2 that his process for doing that is what he followed. 3 And I'm not part of that process, but at the same time, 4 I said, my recollection is you went through that 5 exercise and then we prepared the quote accordingly, and 6 the answer was yes. He verified that my understanding 7 was correct. 8 Q. And did Mr. Shivashankar give you any 9 information about the process that he followed? 10 A. I only -- I only know at a high level what the 11 process is. But in terms of the actual devil's in the 12 details of how they do that, conduct that analysis, I am 13 not privy to. 14 Q. Can you tell me your high-level understanding of 15 that process? 16 A. A high-level understanding is that they look at 17 something we call the total financial considerations of 18 likely situated partners that, you know, are looking at 19 similar cores, licenses, and then they make a comparison 20 of the request to those likely situated partners and 21 they make an assessment analysis based on that to look 22 at what we would end up quoting to Qualcomm for both the 23 booking fee and the royalties. 24 Q. When you say "booking fee," what is that? 25 A. License fee.</p>	<p style="text-align: right;">Page 24</p> <p>1 partners to assess, does ARM identify the partners with 2 the lowest MOT rates for the products at issue? 3 A. I don't know that. 4 THE REPORTER: You said M-O-T rates, M-O-T? 5 BY MS. ZAPPALA: 6 Q. Does ARM identify the partners with the lowest 7 royalty rates for the products at issue? 8 A. I don't know that that's part of Karthik's 9 team's responsibility on how they do that assessment. 10 Q. So when Mr. Shivashankar's team identified 11 [REDACTED] and Mediatech as likely situated partners, do 12 you have an understanding of why Mr. Shivashankar's team 13 selected those two entities? 14 A. My understanding is that -- 15 MR. KRAMER: Objection to form. You can -- 16 THE DEPONENT: My understanding is that they 17 were comparing those two as ones that were likely 18 situated, like I said, in respect to the cores that were 19 specifically looking at Qualcomm wanted to license, and 20 that they made the comparison to those two based upon 21 whatever the total definition of total financial 22 considerations is. 23 BY MS. ZAPPALA: 24 Q. And when you say "definition of total financial 25 considerations," what are you referring to?</p>
<p style="text-align: right;">Page 23</p> <p>1 Q. So I understood you to say that Mr. Shiva -- 2 you -- strike that. 3 Your understanding is that ARM looks at the 4 total financial considerations of likely situated 5 partners. Is that correct? 6 A. Yes. 7 Q. What do you mean by likely? 8 A. Meaning they're trying to license similar 9 products. So if it's another partner saying -- say 10 Hunter as an example. Okay, Qualcomm wants to license 11 Hunter, then we go look at another partner likely 12 situated that wants to license Hunter. 13 Q. And do you have an understanding of how to 14 determine which partners are likely situated? 15 A. I do, because then it's basically -- it comes 16 out as a comparison that they made, which is the two -- 17 the two partners they did compare it to in reference. 18 Q. So you -- you understand the two partners that 19 Mr. Shivashankar's team compared Qualcomm's request for 20 Hunter, Hayes license to? 21 A. Yes. 22 Q. Who were those partners? 23 A. That was -- [REDACTED] was one and Mediatech was 24 another. 25 Q. As part of the process of determining which</p>	<p style="text-align: right;">Page 25</p> <p>1 A. That's -- 2 MR. KRAMER: Objection. Outside the scope of -- 3 THE DEPONENT: Yeah. 4 MR. KRAMER: -- the specific topic 8. 5 But go ahead. 6 THE DEPONENT: That's their definition. I don't 7 have that definition. 8 BY MS. ZAPPALA: 9 Q. So you have an understanding that there's 10 something called a total financial consideration, but 11 you don't know what that refers to? 12 A. Correct. 13 Q. So do you have an understanding of whether the 14 total financial consideration that are considered in 15 selecting likely situated -- likely situated partners 16 con -- includes royalty rates paid by those partners? 17 MR. KRAMER: Objection. Outside scope. 18 THE DEPONENT: My understanding is that, yes, 19 that it includes booking fee and royalty rates. 20 BY MS. ZAPPALA: 21 Q. And do you have an understanding of the royalty 22 rates paid by [REDACTED] for Hunter? 23 A. No, I do not. 24 Q. What about for Hayes? 25 A. No, I do not. I am not privy to [REDACTED]</p>

7 (Pages 22 - 25)

<p style="text-align: right;">Page 38</p> <p>1 Q. What is your understanding of the previous best 2 deal that was considered -- strike that. 3 Do you have an understanding of whether ARM 4 identified something called the previous best deal in 5 consideration -- in connection with the October 2024 6 offer? 7 MR. KRAMER: Objection to form. Calls for a 8 legal conclusion. 9 THE DEPONENT: So as far as my concern was 10 whether or not Karthik and his team did that, and 11 they're instructing me that they have done that. 12 BY MS. ZAPPALA: 13 Q. Do you have an understanding of whether 14 Karthik's team considered [REDACTED] to be the previous 15 best deal? 16 MR. KRAMER: Objection to form. Calls -- 17 THE DEPONENT: No. 18 MR. KRAMER: -- for a legal conclusion. 19 BY MS. ZAPPALA: 20 Q. The answer is no? 21 A. No, I don't have an understanding of that. 22 Q. Do you have an understanding of whether Karthik 23 and his team considered Mediatech to be a previous best 24 deal? 25 A. Well --</p>	<p style="text-align: right;">Page 40</p> <p>1 legal conclusion. 2 THE DEPONENT: So based on the output that I saw 3 from their assessment, it was made against Mediatech at 4 the end of the day. 5 BY MS. ZAPPALA: 6 Q. It was made against Mediatech? 7 A. Yes. 8 Q. So to make sure I understand, Mr. Shivashankar 9 and his team considered the [REDACTED] 10 A. Yes. 11 Q. -- and Mediatech agreements -- 12 A. Correct. 13 Q. -- correct? 14 MR. KRAMER: Just hang on. Just let her get -- 15 let her finish her question, and then -- I'm sorry. 16 Can you ask the question again? I think our 17 answer interrupted your question. But can we just do 18 that again so I can get the right objections on? 19 MS. ZAPPALA: Sure. 20 BY MS. ZAPPALA: 21 Q. To make sure I understand, Mr. Shivashankar and 22 his team considered the [REDACTED] and Mediatech agreements 23 when analyzing the total financial considerations, 24 correct? 25 A. Correct.</p>
<p style="text-align: right;">Page 39</p> <p>1 MR. KRAMER: Objection to form. Objection to 2 form. Calls for a legal conclusion. 3 THE DEPONENT: I think you're asking the 4 question that's, like, leading towards one or the other, 5 and the answer is no. You asked, first, [REDACTED] then 6 you asked Mediatech, as if it has to be one or the 7 other. 8 BY MS. ZAPPALA: 9 Q. I'm asking whether either of them was the 10 previous best deal. 11 MR. KRAMER: Objection to form. Calls for a 12 legal conclusion. 13 BY MS. ZAPPALA: 14 Q. So earlier, you testified that you understood 15 Mr. Shivashankar and his team looked at the [REDACTED] and 16 Mediatech agreements. 17 A. Correct. 18 Q. And they looked at the [REDACTED] and Mediatech 19 agreements as part of considering the total financial 20 consideration, correct? 21 A. Correct. 22 Q. And do you understand whether [REDACTED] or 23 Mediatech qualify as a previous best deal under 24 Section 8.1? 25 MR. KRAMER: Objection to form. Calls for a</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. And your understanding is Mr. Shivashankar's 2 team ultimately selected the Mediatech agreement, 3 correct? 4 A. Correct. 5 Q. And when you say his team selected the Mediatech 6 agreement, what do you mean by that? 7 A. They used that for the basis of what we compared 8 for the total financial considerations. 9 Q. And do you have any understanding of why 10 Mr. Shivashankar's team selected the Mediatech 11 agreement? 12 A. No. 13 Q. You -- Section 8.1b of the TLA refers to making 14 an offer to licensee, Qualcomm that is no more than 15 [REDACTED] higher than the [REDACTED]. 16 Do you see that language? 17 A. Yes. 18 Q. Did you see any analysis of whether the offer to 19 Qualcomm was [REDACTED] higher than the [REDACTED] 20 [REDACTED]? 21 A. No. 22 Q. Do you -- did you see any analysis of whether 23 the offer to Qualcomm was [REDACTED] higher than the 24 Mediatech deal? 25 A. No.</p>

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